

## AGREEMENT

This agreement is entered into on this 26th day of August, 2003 between the Department of Transportation and Development (DOTD), and Louisiana Public Employees Council No. 17, American Federation of State, County and Municipal Employees, AFL-CIO, for and in behalf of its affiliated Local Unions, hereinafter referred to as the Union.

## PURPOSE

The purpose of this agreement is to afford to the Employees of the Department the opportunity to bargain through the Union regarding the conditions of their employment, such as wages, hours of work, and other matters hereinafter referred to, within the provisions of the Civil Service law and rules. It will also be the purpose of this agreement to promote the general efficiency of the operations of the Department and to promote the well-being, morale, efficiency, and security of the Employees.

## ARTICLE I

### RECOGNITION

Section 1. The Department recognizes the Union as the sole and exclusive collective bargaining agent of the Employees covered by this agreement for the purpose of collective bargaining with respect to wages, hours, and working conditions, to the extent permitted by the laws of the State of Louisiana and the rules adopted by the Civil Service Commission of the State of Louisiana.

Section 2. The term "Employee" as used herein will include all Employees of the Department who are members in good standing of the Union, with the exception of all positions at or above the Section Head or District Administrator-level, Professional Engineers, Land Surveyors, and Attorneys. However, any Employee may become and remain a member of the Union and be represented on an individual basis. This agreement is not to be construed to mean that any Employee of the Department will be involuntarily required to be a member of the Union nor required to involuntarily pay dues to the Union.

## ARTICLE II

### UNION-MANAGEMENT RELATIONS

Section 1. Collective bargaining with respect to wages, hours, working conditions, and other conditions of employment will be conducted by authorized representatives of the Union and authorized representatives of the Department.

Section 2. Agreements reached between the parties to this agreement will become effective only when signed by the authorized representatives of the Union and the authorized representatives of the Department.

Section 3. The Department will provide copies of revised policies to the Union for informational purposes and/or review.

## ARTICLE III

### DUES

Section 1. The Employer agrees to deduct once each pay period the Union membership dues from the pay of its Employees who individually and voluntarily sign an authorization card for payroll deductions. The amount to be deducted, and any change in such amount, will be certified to the Employer by the Union, and the aggregate deductions of all Employees will be remitted with an itemized statement to the AFSCME JOINT ACCOUNT, 7315 Exchange Place, Baton Rouge, Louisiana 70806, by the 15<sup>th</sup> of the month after such deductions are made. This authorization will be irrevocable for the period of 1 year from the date thereof and will be automatically renewed and irrevocable for successive similar periods, unless revoked by the Employee through written notice to the Employer and to the Union within 30 days prior to the expiration of the anniversary date of its signing. The anniversary date will be the date of the first dues deduction, as provided on the Union's authorization card for payroll deduction which is attached herein as Appendix A.

Section 2. The Union will indemnify and hold harmless the Employer against any and all claims, demands, suits, judgments, legal fees, or other forms of liability that will arise out of or by reason of action

taken or not taken by the Employer in reliance upon the check-off authorization forms furnished by the Union to the Employer for the purpose of complying with any of the provisions of the article.

#### ARTICLE IV

##### UNION REPRESENTATION

Section 1. The Employer recognizes and will deal with all accredited Union stewards, the Union President, and the accredited representatives of the Union.

Section 2. The names of the Union stewards and their alternates will be furnished to the Employer immediately after their designation, and the Union will promptly notify the Employer of any change in any of the Union stewards. The number of stewards to be recognized by the Employer and the areas to be represented by the stewards will be mutually agreed upon by the Employer and the Union.

Section 3. The Union stewards will be granted reasonable time off (to be determined by the Employer) during working hours to investigate and settle grievances upon approval of the District Administrator/Section Head. Such time will be granted without loss of pay.

Section 4. No Employee will be discriminated against because of non-union membership or union membership. No Employee will be discriminated against in Union activities on the basis of race, sex, religion, color, national origin, age, or disability and that reasonable accommodations will be made to accommodate unique needs in order to guarantee full participation in all Union activities.

Section 5. An Employee has the right to Union representation during an investigatory interview which the Employee reasonably believes may result in disciplinary action or when a significant purpose of the interview is to investigate facts to support disciplinary action. The role of the Union representative is that of observer on behalf of the Employee; however, in listening to the Employee's version of the incident under investigation, the Employer is required to allow the representative to speak and/or assist the Employee in presenting the facts. Upon the Employee's request for Union representation, the Employer will, when practicable, schedule the interview at a time convenient for all parties. In no instance, however, will an investigation be delayed when prompt and decisive action must be taken by the appointing authority.

ARTICLE V  
MANAGEMENT RIGHTS

Subject to the other provisions of this agreement, the Department reserves the right to utilize personnel and methods in the most efficient manner possible; to manage and direct the Employees, including the right to hire, promote, classify, transfer, assign, or retain Employees in positions within the Department; to establish reasonable work rules and rules of conduct for Employees covered by the agreement; to take appropriate disciplinary action against Employees for just cause; to determine the size and composition of the work force; and to determine the best methods and technology by which the Department operations are to be conducted. Should any member of the Union be aggrieved by the action of the Department through the authority of this article, he/she will have full use of the Grievance Procedure, as set forth in the DOTD Policy and Procedure Manual and in this agreement.

ARTICLE VI  
GRIEVANCES

Section 1. EMPLOYEE RELATIONS COMMITTEE.

An Employee Relations Committee will be developed for each local Union and will be comprised of the Union President, or his/her designee, two other Union members, the appropriate administrator or his/her designee, and two other department representatives. The Council 17 Representative will participate in the meetings for informational and discussion purposes only. The Employee Relations Committee will meet at the request of the Union or the Department, at a mutually convenient time. The purpose of these meetings will be to consider pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss other issues which would improve the relationship between the parties.

All Employee Relations Committee meetings will be held during normal working hours, on the Department's premises, and without loss of pay; however, no overtime or compensatory time will be allowed to any members of the committee for attendance at these meetings.

Section 2. GRIEVANCE PROCEDURES.

It is the policy of the DOTD to develop and to maintain a satisfied and efficient work force. In furtherance of this policy, when an Employee feels he/she has been treated unjustly, the Employee has the right to use the following grievance procedure in seeking an understanding consideration of the grievance without fear of coercion or reprisal because of such action and without regard to race, sex, religion, color, national origin, age, disability, or any other factor not directly related to ability or to potential for satisfactory job performance.

This grievance procedure shall not be used to review or reconsider performance ratings or to hear actions appealable to the Civil Service Commission. For guidance on appealing performance ratings, refer to PPM No. 55. For guidance on appealing actions to the Civil Service Commission, refer to Chapter 13 of the Civil Service rules. In general, actions appealable to the Commission include:

- a. disciplinary actions taken against permanent Employees for cause (i.e., dismissals, suspensions without pay, reduction in pay, demotions and reassignments);
- b. political, religious, racial or sex discrimination; and
- c. violations of Civil Service rules (excluding Chapter 10 on Performance Ratings)

(1) The Employee will be notified that he/she has the right of appeal to the Civil Service Commission for any disciplinary action taken against him/her, in accordance with Chapter 13 of the Civil Service Rules. Actions appealable to the Civil Service Commission must be filed with Civil Service within 30 days of receipt of notification of action being appealed. Filing an internal DOTD grievance does not extend or have any bearing on this deadline.

(2) In addition, the employee will be advised that any charges of discrimination can be filed directly with the Department's Human Resources Section or the nearest District Office of the Equal Employment Opportunity Commission (EEOC). The charges could be based upon discrimination because of race, sex, religion, color, national origin, age, or disability.

(3) For those grievable issues, it is incumbent on every supervisor to provide the Employee an opportunity to be heard, in accordance with the procedures listed below.

### STEP 1.

- a. The Employee will present the grievance, using the attached form, to the immediate supervisor within 7 working days after the incident which causes the Employee to be aggrieved.
- b. The supervisor will give an answer, in writing, to the grievance within 5 working days thereafter. If the remedy requested is granted to the satisfaction of the Employee, the supervisor will fully comply with the remedy.
- c. Neither the Employee nor his/her steward, in the case of a union member, should disrupt his/her work schedule to present a grievance to the supervisor. They will arrange a meeting time that is convenient to the Employee, steward and the supervisor. The supervisor will be expected to give this meeting his/her prompt attention.

### Step 2.

- a. If the Employee is not satisfied with the decision of his/her immediate supervisor, the Employee may within 5 working days submit his/her grievance form to the Section Head/District Administrator.
- b. The Section Head/District Administrator will then schedule the hearing, conduct the hearing within 5 working days after filing of the Step 2 grievance by the Employee, make a record of the grievance, and render a decision in writing to the Employee within 5 working days after the hearing.

### Step 3.

- a. If he/she is not satisfied with the decision rendered in Step 2, he/she may within 5 working days submit the grievance form to the Secretary of the DOTD.
- b. The Secretary, or his designated representative, will conduct a hearing within 10 working days and render a final decision within 10 working days following the hearing.

### GENERAL

- a. The steps of the grievance procedure as outlined are established to allow Employees who feel they have been aggrieved the opportunity to discuss their complaints freely with the appropriate personnel. In

such cases where the relief sought cannot be granted at the Step 1 or Step 2 level, the grievant has the option of bypassing that particular step and proceeding to the next appropriate level.

b. If the appointing authority at Step 2 or the Secretary's designee at Step 3 believes the lower-level supervisor has the authority to grant the remedy, he/she may return the grievance to the lower level for a hearing/decision. Whenever an Employee bypasses a level, the time limits (included above) for the level submitted will apply.

c. If the action being grieved (e.g., promotion in another section) is caused by a supervisor, section head, or district administrator of another section/district, then an Employee should file his/her grievance with these individuals and not with his/her immediate supervisor, section head, or district administrator.

d. Extension of above time limits may be granted by mutual agreement of both parties and must be documented in writing.

e. If the Employee is a member of the Union, he/she may have the local Union steward and/or the Union representative present in any or all of the steps.

f. Any Employee of the Department who is not a Union member may be represented by any person of his/her choosing in any or all of the steps of this procedure.

g. Grievance hearings will be considered compensable work hours, including travel to and from grievance hearings. The Employee will also be provided transportation or mileage for travel to and from grievance hearings.

h. Nothing contained in this memorandum is in any way intended to deprive any Employee of his/her right of appeal to the Civil Service Commission.

## ARTICLE VII

### SENIORITY

According to this agreement, seniority will consist of continuous service of the Employee with the Department in accordance with Civil Service rules and regulations.

## ARTICLE VIII

### PROMOTIONS

Section 1. PHILOSOPHY. It is the Department's policy to fill job vacancies, whenever practicable, with the best-qualified Employees on the basis of ability and merit. The Department encourages career employment and recognizes an Employee's continued service as a benefit, which entitles him/her to certain privileges and considerations. To this end, all Department job vacancies regardless of pay levels are posted on the Civil Service (CS) JOB SEARCH Website at [www.dscs.state.la.us](http://www.dscs.state.la.us); all Employees are encouraged to apply for all jobs for which they are qualified, and preference will be given to Employees over outside applicants when qualifications are comparable. All eligible Employees will be interviewed and fairly considered for promotional opportunities. All vacancies will, therefore, be filled on the basis of ability and merit, and without regard to race, sex, religion, color, national origin, age, or disability.

Section 2. DEFINITIONS.

a. Seniority is defined as continuous service with the DOTD. Seniority is not broken by approved leaves of absences, but is broken by resignation, retirement, dismissal, termination, layoff of more than 1 year, or voluntary military service of more than 6 years. In the event an Employee terminates his/her employment with DOTD and is later reemployed, all previous seniority is lost and his/her accumulation of seniority begins with the rehire date. (Exception: In cases where an Employee appeals his/her termination and is reinstated by the Civil Service Commission, all prior seniority is restored.)

b. Promotion is defined as a change of a permanent Employee from one job to another job with



a pay grade that has a higher minimum. (Civil Service Rule 1.27)

c. Reallocation is defined as a change in the allocation of a position from one job title to another when the duties of the position change. (Civil Service Rule 1.32)

d. Reassignment is defined as a change of a permanent or probationary Employee from one job to another job, both of which have the same pay range. (Civil Service Rule 1.33)

e. Detail to Special Duty is defined as a temporary assignment of an Employee to perform duties and responsibilities of a position other than the one to which he/she is regularly assigned, without prejudice to his/her rights in and to his/her regular position. (Civil Service Rule 1.13.1)

### Section 3. SELECTION CRITERIA.

a. In considering Employees for promotions, appointing authorities (or their designees) will make selections on the basis of merit and ability to do the job. The following factors will be used to determine merit and ability.

(1) Qualifications (education, training, skills, and/or other credentials, i.e., licenses, certificates, etc.) directly related to the position being filled;

(2) Quantity and quality of experience in the career field to which the vacancy is related;

(3) Past performance and work record (prior service ratings/performance appraisals).

b. Where merit and ability to do the job are considered equal, Employees with the greatest Department seniority will be given preference.

c. Only Employees with permanent status may be considered for promotion. (Upon employment, DOTD Employees are required to serve a probational period ranging from 12 to 24 months, the length of which is determined by job performance and work record.) Additionally, Employees who possess any of the following records will not be eligible for promotion:

(1) Current (unacceptable) performance appraisal (Needs Improvement or Poor).

(2) Any record of severe disciplinary action (i.e., suspension of 3 days or more or a reduction in pay equivalent to such; disciplinary demotion, etc.) over the past 1-year period or a record of repeated

disciplinary actions or letters of counseling over the Employee's career with the Department.

(3) An unacceptable leave record during the past year, as indicated by a pattern of unapproved absences for which Employee was frequently placed on unauthorized leave without pay; or a pattern of frequent, unexplained sick leave requests; or a pattern of frequent requests for leave without pay, due to exhaustion of paid leave balances. (Note: Approved Family/Medical Leave usage is not to be held against an Employee.)

(4) Denial of the merit increase for which the Employee was most recently eligible, unless the Employee was awarded it prior to his/her application for promotion.

(5) Failure to obtain all training required for promotion.

#### Section 4. RESPONSIBILITIES.

a. Employee. If required by Civil Service, it is the responsibility of the Employee to take the necessary Civil Service examination or maintain his/her name on the appropriate Civil Service register. Although Civil Service allows an Employee to take exams even though he/she may not qualify for any jobs on the exams selected, no Employee shall be considered for promotion to jobs requiring a passing test score unless he/she meets the minimum qualifications when the vacancy is posted. When a Civil Service grade is required, only Employees with valid grades at the time of application are eligible for consideration. It is also the Employee's responsibility to satisfactorily complete all established training requirements for promotion to higher level jobs and to maintain a work and attendance record that merits consideration for promotion.

b. Appointing Authority. The appointing authority will ensure that all provisions of this policy are followed when filling vacancies under his/her jurisdiction. He/She will also ensure the following:

(1) All DOTD vacancies are posted on the Civil Service Website and must contain Civil Service minimum qualification requirements; DOTD training or licensure requirements; special requirements, such as state-wide travel, shift work, or ability to respond to emergencies within a certain time period; and any other essential functions, particularly those involving physical requirements. (Positions continuously posted need not be re-posted.) To ensure that Employees without Internet access are aware of vacancy

postings, paper copies must be conspicuously posted daily at all appropriate locations.

(2) All eligible Employees will be interviewed and given first consideration for promotional opportunities. In order to adequately prepare for interviews, Employees will be given at least a 24-hour notice prior to the scheduled interview time. Interviews will be structured (questions based on job-related issues developed in advance, all applicants asked same questions and responses evaluated on same criteria) and documented. When a Civil Service or DOTD-issued certificate is used to fill a job, interviews may be restricted to those candidates who are within reach for appointment or who possess a certifiable score.

(3) All required licenses, training, and education/experience must be verified prior to submitting a personnel action. Additionally, Employee records must be reviewed to ensure eligibility for promotion, as explained in Section 3c.

(4) Written records (Applicant Flow Report, interview evaluations, etc.) are maintained to document the basis on which a promotional decision is made. This record must reflect how the factors listed in Section 3a (i.e., qualifications, quantity and quality of related experience, and past performance/work record) were evaluated and support the selection decision made. In the event a grievance is filed over a promotion, the appointing authority will make these records available for review by the Secretary or his designee at the Step 3 hearing.

(5) Opportunities to reach affirmative action goals are maximized.

(6) Approval of Applicant Flow Report;

(a) Positions Below AS 620, TS 316, PS 116 & WS 221 levels - An Applicant Flow Report must be generated for the approval of the District/Section appointing authority. (Districts/Sections must ensure that Employees/applicants are eligible insofar as minimum qualifications requirements, completion of required training courses, Civil Service grades, possession of required licenses, official transcripts, etc.) Questions regarding eligibility should be resolved with District or Headquarters Human Resources prior to effecting appointment.

(b) Positions at or above AS 620, TS 316, PS 116 & WS 221 levels - An Applicant Flow

Report must likewise be generated for the approval of the District/Section appointing authority who forwards with appropriate attachments to Headquarters Human Resources for audit/final approval by the Secretary or his designee. (Districts/Sections must first ensure that Employees/applicants are eligible insofar as minimum qualification requirements, completion of required training courses, Civil Service grades, possession of required licenses, official transcripts, etc.)

(7) Letters of Justification must be prepared and attached to the Applicant Flow Report when the following recommendations are being made:

(a) An applicant from outside DOTD is being recommended over qualified DOTD Employee(s).

(b) An Employee from outside the district/section where the vacancy exists is being recommended over a qualified Employee (s) who is currently in the district/section.

(8) Upon the approval of the Applicant Flow Report, all applicants will be promptly notified in writing of results of interviews, to include candidate selected, and number of applicants considered. Applicant Flow Report data must then be entered into the automated tracking system.

(9) District Administrators and certain Section Heads may delegate responsibility for compliance with the above enumerated items to their Human Resources Analysts.

c. Human Resources Section. The Human Resources Section will ensure, through coordination and monitoring efforts, that all policy provisions are followed. Additionally, it will, as follows:

(1) Review job notices for proper completion.

(2) Review Applicant Flow Report (AS 620, TS 316, PS 116 & WS 221 and above) to ensure the following:

- (a) Recommended candidates qualify.
- (b) Adequate Letters of Justification are submitted when necessary (Item 7 above).
- (c) Whether Department preferred-reemployment lists control selection.
- (d) The Secretary (or designee) is provided with adequate information to base

approval/disapproval of Applicant Flow Report.

(e) The appointing authority (or designee) is notified of final approval/disapproval of recommendation.

(3) Annually advise all Employees in writing of jobs continuously open to application by the Department of Civil Service.

(4) Provide assistance to appointing authorities in the interpretation of this policy and its procedures.

(5) Counsel Employees upon request as to career opportunities, qualification requirements, etc.

Section 5. PROMOTIONAL CONTRACT. The DOTD has entered into a contract with the Department of Civil Service, which allows our Department to post promotional announcements for jobs at the AS 615, PS 115 and TS 311 and above levels. Upon receipt of a Standard Form 2 (SF-2) from an appointing authority, Human Resources will post the job on the CS Job Search Website for two weeks and receive applications. Appointing authorities will annotate the SF-2 with any special job requirements, as explained in Section 4b(1).

a. For those jobs continuously open to application by the Department of Civil Service, the vacancy will be posted, and interested Employees must submit applications to the Human Resources Section which will subsequently prepare a ranked list of eligibles based on Employees' current Civil Service grade. Only Employees who are interested in the posted vacancy should apply, since no Employee's name will be removed from the Civil Service register for failure to submit an application. All Employees in the top five grade groups are eligible for consideration and will be interviewed.

b. For those jobs not continuously open to application by the Department of Civil Service, the same procedures will be followed, with one exception. If more than five Employees apply, applications will be submitted to Civil Service for issuance of grades and a Civil Service register.

c. (1) ENGINEERING PROMOTIONS. DOTD has entered into a contract with the Department of Civil Service which delegates to DOTD the authority to promote engineers to jobs (TS 315 and

above) on the basis of an internal selection process. Jobs are posted and applications are received by Headquarters Human Resources. The appointing authority develops and submits a core competency questionnaire along with the names of the recommended rating panel to the respective Assistant Secretary or Undersecretary and then to Headquarters Human Resources for approval when there are six or more qualified applicants. Once approved, Headquarters Human Resources distributes questionnaires to qualified applicants for completion. The rating panel (usually three administrators and/or managers who are at or above the level of the position being filled) evaluates and ranks the applicants, after which Headquarters Human Resources issues a certificate with grade group rankings. Regardless of the number of qualified applicants, it is strongly recommended that the appointing authority then assemble a panel (except as noted below) of at least two other administrators/managers who are familiar with the position's requirements and who can assist the appointing authority with the review of applicant's credentials and with the interview process. Structured interviews are then conducted with those Employees who are eligible, i.e., those who are within reach on the certificate and who meet training requirements. After having reviewed and considered each candidate's merit and abilities and input from the panel, the appointing authority submits his recommendation for promotion (via the Applicant Flow Report) to Headquarters Human Resources for review and submission to the Secretary. Once a final decision is made, all candidates must be promptly notified in writing as to the number of applicants considered and the name of the applicant selected. The appointing authority must also submit all selection documentation (interview questions, interview documentation, selection criteria used, evaluations, etc.) to Headquarter Human Resources for audit purposes.

(a.) Engineering (TS 318 and above) and non-engineering (Section Head level) promotions.

In selecting candidates for promotions to this level, a panel consisting of five members will review Employee credentials and conduct the interview. The appointing authority of the position will submit the names of recommended individuals to serve on the panel to the appropriate Assistant Secretary or Undersecretary for approval. This panel will consist of:

1. supervisor of the position;

2. subordinate of this or similar position;
3. peer of the position;
4. at-large member from an external entity with whom the position has considerable contact;

and

5. at-large, internal DOTD Employee with whom the position has considerable contact.

Although the members of this panel will make recommendations for consideration by the appointing authority, the appointing authority ultimately decides which Employee he/she will recommend to the Secretary for final approval. All other procedures described above in Section 6c are to be followed.

#### Section 6. OTHER POSITION CHANGES

##### a. Reallocations.

(1) A reallocation of an existing position is appropriate when the duties and responsibilities of that position have undergone a change to the extent that it no longer meets the overall job concept of its current allocation. This generally evolves over a period of time and ultimately results in a change in job title to one that has either the same, lower or higher pay level. For filled positions, the incumbent must actually be performing the additional duties that warrant a reallocation and must qualify for the job being requested. Requests for reallocation may either be initiated by an appointing authority or an individual Employee, who may also submit an Employee Appeal for Reallocation directly to the Department of Civil Service. The pay of an Employee whose position is reallocated downward is not affected; if such Employee is earning more than the maximum of the range for the lower-level job, his/her pay is permanently “red-circled” in accordance with CS Rule 6.15. The percentage increase for Employees who are reallocated upward is the same as for promotions (i.e., 7% for a one pay-level increase, 10.5% for two, and 14% for three).

(2) Training Series Reallocations. Numerous DOTD jobs have been placed in a training series by the Department of Civil Service. For example, in the professional engineering job series, an established position may be filled at the Engineer Intern Applicant, Engineer Intern 1, Engineer Intern 2, Engineer 3 or Engineer 4 level. Training series allow agencies to fill a vacant position at any level of the training series and

to move Employees through the progressive levels of the series as the Employee meets all requirements, (i.e., Civil Service Minimum Qualification Requirements, performs at higher level, completes DOTD structured training requirements, etc.). Appointing Authorities, however, may deny reallocations to Employees whose job performance has been deemed unsatisfactory. It is recommended that the Appointing Authority have performance concerns documented, in writing, (i.e., areas the Employee needs to improve in order to be reallocated, letters of counseling, disciplinary action and/or on the Employee's PPR).

(3) Professional Engineering Reallocations. In order to reallocate an Employee within the Professional Engineering training series from Engineer 3 to Engineer 4, he/she must first serve as a licensed professional Engineer for at least one year. A maximum of four years of Engineer Intern experience will be counted towards meeting Civil Service minimum qualification requirements for all professional engineering jobs.

b. Reassignments and Position Changes.

(1) Reassignments and position changes are important placement functions of effective personnel administration. Filling vacancies by reassignment or position change is an effective approach to meeting changes in work loads and fully using Employees' skills and abilities. The Department, therefore, reserves the right to reassign or position change a permanent, qualified Employee from one job to another job or from one work location to another work location, when it is deemed in the best interest of the Department. However, an Employee will not be reassigned to deny that Employee a future promotional opportunity that may develop in his/her current unit. Vacancies to which Employees are to be reassigned or position changed need not be posted, nor is an Applicant Flow Report required for movements within a district/section. Reassignments or position changes from one district/section to another, however, will require posting, completion of an Applicant Flow Report, and approval by the district/section losing the Employee, unless the appointing authority has jurisdiction over both the gaining and losing district/section.

(2) An Employee cannot be reassigned or position changed from one parish to another while on probation (to a position which requires a probational list of eligibles for appointment) unless he/she is within



reach on a probational certificate or has a certifiable score for the position and location to which he/she is moving.

c. Hardship Situations. Permanent Employees with good work records who request a reassignment, position change, or voluntary demotion due to hardship will be given preference in filling vacancies. The Employee must submit his/her reasons for requesting such in writing to the appropriate appointing authority. Examples of legitimate reasons for requesting a reassignment, position change, or voluntary demotion on the basis of hardship include disability, relocation of family, inability to meet requirements of current position (travel, hours of work, etc.), or personal/family problems. (Positions filled on the basis of Employee hardship need not be posted.)

d. Detail to Special Duty.

(1) Section/District must have an established vacant position or a position in which the regular incumbent is on leave or detailed to another position.

(2) Position must be posted to fill as detail to special duty, unless the detail is to temporarily (fewer than 90 days) replace an Employee on Family/Medical Leave. Refer to Civil Service General Circular 1286 for posting requirements for details used as trial periods for supervisory positions.

(3) Length of appointment - maximum of one year; extensions require prior Civil Service approval.

(4) DOTD Approval Procedures

(a) District/Section Head must submit to Headquarters Human Resources for audit purposes Applicant Flow Report, application, and letter of justification which clearly justifies reasons for temporary rather than permanent appointment. Refer to Policy Standards for Details to Special Duty (Attachment A-2) for appropriate uses and items to address in letter.

(b) Extensions beyond one year require prior approval of the Director of Civil Service and must be approved through the appropriate chain of command (up to and including Assistant Secretary, Chief Engineer or Undersecretary) prior to submission to Civil Service.

(c) Appointing authorities, however, are authorized to assign an Employee to a vacant position on an acting basis, for a period of one month or less without any further approval. Such action is generally used to fill a position important to agency operations until a regular replacement can be found or to fill an urgent need created by an emergency situation. No Employee, however, will be allowed to work out of class for a period exceeding one month. Experience gained during this time frame cannot be considered “official” or used to qualify for promotions.

Section 7. RELATIONSHIP TO GRIEVANCE PROCEDURES.

a. An Employee who feels he/she has been treated unjustly with respect to a promotional opportunity has the right to file a grievance, using the grievance procedure described in the Secretary's Policy and Procedure Memorandum No. 34.

b. No promotion will be certified to the Department of Civil Service while a grievance is pending in connection with the filling of a vacancy. An Employee, however, may be detailed to a disputed vacancy, at the discretion of the appointing authority.

c. Upon receipt of a grievance, the appointing authority (or his/her designee) is responsible for immediately providing a copy of the grievance form to the Headquarters and/or appropriate district Human Resources Office. Additionally, district Human Resources Employees are required to immediately notify the Headquarters Human Resources Section upon receipt of a grievance.

Section 8. DUAL CAREER LADDER. In accordance with Civil Service Rule 5.9, DOTD has established Dual Career Ladder (DCL) policies governing the establishment of DCL positions and Employees' eligibility for such. Copies of these distinct policies are incorporated with the Secretary's Policy and Procedure Memorandum No. 33.

Section 9. SECRETARY'S AUTHORITY. The Secretary of the Department may waive any one or more of the provisions of this policy whenever, in his opinion, such action is in the best interest of the Department.

Section 10. FURTHER INFORMATION. Any questions regarding this policy, should be directed to

Headquarters Human Resources Section.

## ARTICLE IX

### HOURS OF WORK

The work week for the DOTD is a 7-day period, beginning at 12:01 a.m. on each Monday and ending at 12:00 midnight the following Sunday. Although individual Employees may have various work schedules during this work week, each DOTD office will be staffed and open for business from 7:45 a.m. to 4:15 p.m., Monday through Friday. Phones will be answered and all services will be provided during these hours. Voice mail should only be used before and after these hours, unless an Employee is unavailable to answer the telephone.

Section 1. OPTIONS. Given these parameters, the types of flexible work options that may be available to DOTD Employees and the characteristics of each are listed below:

#### A. Flextime

- Employee works eight (8) hours per day, five (5) days per week, Monday through Friday.
- Employee is required to work during core hours (9:00 a.m. through 3:30 p.m.), and chooses flexible starting and finishing times between 7:00 - 9:00 a.m. and 3:30 - 6:00 p.m., respectively.

#### B. Compressed Work Week

- Employee works 40 hours per work week (Monday - Friday) in fewer than 5 full days. Common schedules include four 10-hour workdays or four 9- hour workdays plus one 4-hour workday.
- Employee works fixed schedule; no Employee may work more than 10 hours in one day; and no Employee may start work earlier than 6:00 a.m. or finish work later than 6:00 p.m.

#### C. Reduced working hours (part-time)

- Employee works a minimum of 20 hours per week on a fixed schedule.
- Certain Employee benefits are reduced on a prorated basis, such as retirement (service credit based on actual earnings divided by full time base salary) and leave accrual (based on number of hours worked). Additionally, an Employee must work 30 hours per week in order to be eligible for state insurance, and in the event of a lay-off, part-time Employees are laid off before full-time Employees.
- Qualifying experience for jobs is also prorated and Employee is ineligible for educational leave/tuition reimbursements.

Note: If an Employee works fewer than 40 hours per week, a personnel action form (change in work hours) must be submitted to Human Resources for further processing.

#### D. Job Sharing

- Same requirements apply as stated above in item C (reduced working hours), but two part-time Employees are assigned to the same position (i.e., same job title, same position number). Total hours worked per week by the two Employees shall not exceed 40.

#### E. Telecommuting

- At the time of this policy's issuance, this option is being piloted by the Headquarters' Information Services Section. Once the pilot is reviewed, a decision will be made as to department-wide application.

Section 2. PROCEDURES. In all cases, the Employee's schedule, and any subsequent changes to the schedule, must be submitted in writing and receive prior approval from the Employee's appointing authority or designee. Each District Administrator/Section Head (or designee) is also responsible for:

- a. reviewing/approving individual work schedule requests to ensure all work requirements are met. If disapproving a request, the district administrator/section head will explain to the Employee in specific terms the reasons for disapproval;
- b. submitting a written section/district work schedule plan to the appropriate Director for approval. Plan should reflect work schedules and demonstrate that operational services and priorities are maintained. After approval, the schedule should be distributed to affected Employees. The Section Head/District Administrator should also submit revisions when major changes occur;
- c. ensuring that supervisors and Employees are aware of their responsibilities, that adequate supervision is provided, and that time sheets reflect actual hours worked;
- d. withdrawing alternative work schedule privileges from Employees for reasons of abuse, failure to perform adequately, or failure to attain productivity requirements.

### Section 3. SCHEDULE ADJUSTMENTS.

#### A. Temporary

- Temporary adjustments to the Employee's chosen schedule may be approved, and in some cases, required when necessary. The Employee may flex his arrival/departure time, but a full workday according to the approved schedule must be completed. These time adjustments cannot extend beyond the specified starting and ending work hours and must be approved by an Employee's supervisor. Time adjustments are temporary. An Employee who continues to use minor time adjustments may be required to change his work hour schedule. This flexibility is not to be used to resolve problems of tardiness or absenteeism. A prime example of a need for temporary adjustment would be for scheduled training or a meeting. If an Employee's normal workday begins earlier or later, or ends earlier or later than the scheduled meeting or training, the Employee would adjust his/her workday to accommodate attendance at the meeting or training class. (Example: Employee's work schedule is Monday - Thursday 7:00 - 5:30. Class is 8:00 - 4:30, Monday - Friday. Employee works 8:00 - 4:30 for the week of the class.)

#### B. Holidays

- In accordance with an opinion from the Legislative Auditor's Office, all State Employees (other than those working in a facility required to provide 24- hour services to the public) should receive the same eight hours of pay for holidays. Therefore, Employees who work compressed workweeks for their own or for the agency's convenience are required to revert to 8-hour workdays during a holiday week.
- Certain DOTD Employees are required to work shifts exceeding 8 hours (some ferry personnel, toll collectors, bridge operators, etc.) in order to provide 24-hour public service. In these cases, the

Legislative Auditor has indicated that a legitimate governmental interest is being served, and the number of holiday hours to which the Employee is entitled may be based on the number of hours the Employee is regularly scheduled to work, i.e., Employees who are required to work 10-hour shifts receive a 10-hour holiday.

- When a holiday falls on an Employee's regularly scheduled day off, the Employee is entitled to a designated holiday on the next closest workday, either preceding or following the holiday, subject to supervisory approval. (La. R.S. 1:55). The number of holiday hours received is again based on the distinctions made in the previous paragraphs.
- Consistent with Civil Service Rules, the Department can require any Employee to work on a holiday or regularly scheduled day off. Employees must then be compensated for hours worked in accordance with FLSA regulations, as outlined in PPM #12.

Section 4. RELATED INFORMATION/RESOURCES. Information regarding overtime, lunch and rest/break periods is included in PPM #12, Compliance with Fair Labor Standards Act (FLSA), Part VI. In general, Employees are allowed to take a paid, fifteen-minute break for every four hours of work and are required to take an unpaid lunch break of at least thirty minutes. Employees will not be allowed to work during the unpaid lunch break. Additionally, if Employees choose to not take breaks, these periods cannot be used to leave earlier than normal.

## ARTICLE X

### OVERTIME

#### (COMPLIANCE WITH FAIR LABOR STANDARDS ACT)

All hours worked and compensation paid will be in accordance with the Federal Wage and Hour Law and/or the provisions of the Department of Civil Service and/or Department policies and fiscal realities governing payment of overtime. (Refer to Secretary's Policy and Procedure Memorandum No. 12 for details.)

The Employer agrees to reopen the contract at the Union's request for the sole purpose of negotiating issues covered under the Fair Labor Standards Act.

## ARTICLE XI

### LAYOFF

When it becomes necessary to reduce the work force, layoffs will be in accordance with the Civil Service layoff formula. When the Department considers scheduling a layoff, the matter will be submitted to the Louisiana Council No. 17 representatives for discussion so that an orderly and acceptable process may be established. The Department will provide the Union with a copy of the proposed layoff plan when the plan is submitted to the Department of Civil Service for approval. The Department will consider all comments and suggestions made by the Union prior to the implementation of the layoff procedure.

## ARTICLE XII

### STRIKES

No strikes, slowdowns, or work stoppage of any kind will be caused or sanctioned by the Union during the term of this agreement.

## ARTICLE XIII

### SAFETY AND HEALTH

Section 1. It is the policy of the Department to provide its Employees with a safe and healthy work environment, and the Department recognizes its duty and responsibility to ensure that its work place and work sites are free from recognized safety and health hazards.

The Union and the Employees will assist the Department in the implementation of this policy in order to ensure that a safe and healthy environment is maintained. As such, the Employees will comply with the Department's safety procedures and safety rules and will not engage in unsafe acts while engaged in work or business for the Department.

Section 2. To ensure that the Department's work environment is as safe and healthy as possible, the Department agrees to provide proper safety training for all Employees on department time at department



expense.

Section 3. Employees working with hazardous materials, herbicides, etc., will be advised and trained in the proper handling, use, and storage of such materials.

Section 4. Should an Employee complain that his/her work requires him/her to be in unsafe or unhealthy situations and/or violation of acceptable safety rules, the matter will be investigated immediately by representatives of the Department. If the matter is not adjusted satisfactorily, a grievance may be processed according to this agreement.

#### ARTICLE XIV

#### MISCELLANEOUS

Section 1. BULLETIN BOARDS.

Notices will be posted in conspicuous places where Employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory materials on such bulletin boards.

Section 2. NONDISCRIMINATION.

The provisions of this agreement will be applied equally to all Employees covered by this agreement without discrimination as to race, sex, religion, color, national origin, age, disability, marital status, or political affiliation. The parties to this agreement agree not to interfere with the rights of Employees to become or to refrain from becoming members of the Union, and there will be no discrimination, restraint, or coercion by the employer or employer's representative, the Union, or any Union representative against any Employee activity authorized in this contract.

Section 3. ACCESS TO PREMISES.

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and representatives of Locals represented, to enter the premises at any time during normal working hours of employment upon approval of the Administrator, or his designee, for individual discussion of working conditions with the Employees, provided that care is exercised by such

representatives that they do not interfere with the performance of duties assigned to the Employees.

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and representatives of Locals represented, to have access to exclusive audiences during normal working hours of Employees for the purpose of membership promotion. Such access will not exceed 1 week every 12 months upon approval of the District Administrator or the Secretary of the Department. Special care will be exercised by such representatives that schedules will not interfere with the performance of duties assigned to the Employee.

Section 4. SPECIAL LEAVE.

As stipulated in Civil Service Rule No. 11.23(d), an Employee will be given time off without loss of pay, annual leave, or sick leave when his/her appointing authority determines that he/she is prevented by an Act of God from performing his/her duty. Only the Secretary or his/her official designee has the authority to advise any supervisor as to whether or not an Employee will be required to work because of existing conditions.

Section 5. PERSONNEL RECORDS.

Union representatives will have access to an individual's personnel records upon the written approval of that Employee.

Section 6. UNION CONVENTION ATTENDANCE.

Members elected as delegates will be granted Other Leave to attend and represent the Union at the following yearly meetings: Bi-Annual National AFSCME Convention, Council No. 17 Convention, two Leadership Training Conferences, and Louisiana AFL-CIO Convention. Those Employees elected to serve on the statewide Executive Board of AFSCME Council 17, shall be given one (1) day a quarter to attend the Executive Board meetings. Established agency leave procedures will be followed in requesting and approving such leave, except that delegates will submit their leave requests not less than 15 days prior to the effective date of the leave. In cases of demonstrated emergencies of court ordered deadlines or the inability of an agency to meet its court ordered staffing requirements, the agency reserves the right to disapprove or to

recall a leave request.

Section 7. ORIENTATION.

The President of the Local, or his/her designee, will be given an opportunity to meet with each new Employee to make that Employee aware of the Union. This will be done during normal work hours and at no loss of time.

ARTICLE XV

ALTERATION OF AGREEMENT

Section 1. No agreement, alteration, understanding, variation, waiver, or modification or any of the terms of conditions or covenants contained herein will be made by any Employee or group of Employees covered by this contract or by the Union or by the Employer, to be binding upon the parties hereto unless such is made and executed in writing and signed before two witnesses by the Secretary of the Department, and the President, and the Secretary of the Union.

Section 2. The waiver of any breach or condition of this agreement by either party will not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3. It is understood and agreed that if any part of this agreement is in conflict with Federal or State laws, that such part will be suspended as long as such conflict exists, and the appropriate provision will prevail, and the remainder of this agreement will not be affected thereby.

Section 4. Nothing in this agreement will be construed in such a way as to violate applicable State laws.

ARTICLE XVI

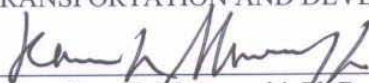
DURATION OF THIS AGREEMENT

Section 1. This agreement became effective on 8/26/03, and will remain in full force and effective until 8/26/05.

Section 2. This agreement will automatically be renewed from year to year thereafter, unless either party will notify the other in writing not less than 45 days prior to the anniversary date that such party desires to modify this agreement. In the event that such notice is given, negotiations will begin not later than 30 days prior to the anniversary date. Once negotiations are underway, the existing contract will remain in effect until a new contract is executed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this, the 26<sup>th</sup> day of August, 2003, executed in quadruplicate originals.

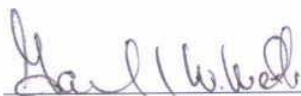
FOR THE LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT



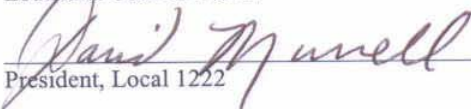
Kam K. Movassaghi, Ph.D., P.E.

Secretary, Department of Transportation and Development

FOR THE UNION

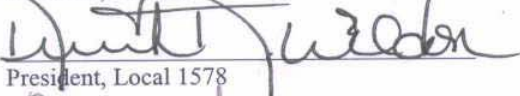


Louisiana Council No. 17



President, Local 1222

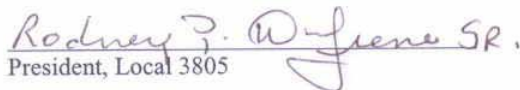
President, Local 1532



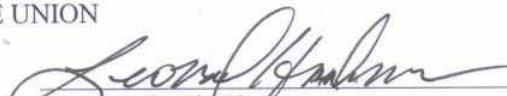
President, Local 1578



President, Local 1713



President, Local 3805



President, Local 242

President, Local 1431

President, Local 1536



President, Local 1672

President, Local 1714

**American Federation of State, County and Municipal Employees  
(AFSCME Council No. 17, AFL-CIO)**  
**MEMBERSHIP APPLICATION AND PAYROLL DEDUCTION AUTHORIZATION**



PLEASE  
PRINT

Last Name	First Name	Middle Initial	Street Address
Date	AFSCME Local No.	City and State	Zip Code
Local Name	Job Title	Telephone No.	

I, the undersigned, hereby apply for membership in the American Federation of State, County and Municipal Employees (AFSCME, AFL-CIO). I further request and authorize you to deduct from my earnings each payroll period (\$ \_\_\_\_\_) an amount sufficient to provide for the regular payment of the current rate of monthly dues. This Authorization shall also apply to any change in such amount, which shall be so certified by the Union. The amount deducted shall be transmitted to AFSCME Council No. 17.

Dues to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

These deductions shall be irrevocable for the period of one (1) year from the date hereof and shall be automatically renewed and irrevocable for successive similar periods, unless revoked by written notice to the Employer and to AFSCME Council No. 17 within thirty (30) days of the expiration of the anniversary of its signing.

SED (UD)-4	STATE OF LOUISIANA EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION		AFSCME
EMPLOYEE NAME	SOC. SEC. NO.	PAYROLL REPORTING NO.	
DEPARTMENT/AGENCY/Section		PAYROLL CODE U D _____	
<p>I hereby authorize my employer to deduct \$ _____ from my salary until further notice and remit same to COUNCIL #17. Begin bi-weekly deduction (Date) _____.</p> <p>Employee Signature: _____ Date: _____</p> <p align="center">(THIS FORM SUPERCEDES AND REPLACES ALL OTHER AUTHORITY FOR THIS DEDUCTION)</p>			

☐

UNION MEMBER

☐

NON-UNION MEMBER

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
GRIEVANCE FORM**

**EMPLOYEE SECTION (check appropriate box)**

☐ STEP 1 - Date Submitted \_\_\_\_\_  
(Must be filed with immediate supervisor  
within 7 working days.)

☐ STEP 2 - Date Submitted \_\_\_\_\_  
(Must be filed with Section Head/District  
Administrator within 5 working days after  
receipt of Step 1 answer.)

☐ STEP 3 - Date Submitted \_\_\_\_\_  
(Must be filed with DOTD Secretary  
within 5 working days after receipt of  
Step 2 answer.)

**(FOR HUMAN RESOURCES SECTION USE ONLY)**

☐ STEP 1 - Response Date \_\_\_\_\_

☐ STEP 2 - Response Date \_\_\_\_\_

☐ STEP 3 - Response Date \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_ SS#: \_\_\_\_\_

SECTION/DISTRICT: \_\_\_\_\_ GANG: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_

PRESENT CIVIL SERVICE JOB TITLE: \_\_\_\_\_

NAME/TITLE OF IMMEDIATE SUPERVISOR: \_\_\_\_\_

**STATEMENT OF GRIEVANCE**


---

---

---

---

---

**REMEDY REQUESTED**


---

---

---

---

\_\_\_\_\_  
SIGNATURE

**COPIES TO:**

UNION REPRESENTATIVE (IF APPLICABLE)  
SECTION HEAD OR DISTRICT ADMINISTRATOR  
HUMAN RESOURCES SECTION (HQ, ROOM 206)